

LEGAL NOTICE
TOWN OF TIVERTON, RHODE ISLAND
REQUEST FOR PROPOSALS
KAYAK AND STAND UP PADDLEBOARD SERVICES
AT FOGLAND BEACH

The Tiverton Recreation Commission (the “Town”) is seeking a person or entity (“Service Provider”) to provide equipment and staff Kayak and Stand Up Paddleboard rentals and operate a program of instruction for Tiverton youth at Fogland Beach for the Summer 2015 season.

Written proposals should be delivered to the office of the Town Clerk at Tiverton Town Hall, 343 Highland Road, Tiverton, RI 02878. Sealed envelopes must be marked KAYAK AND STAND UP PADDLEBOARD SERVICES on the outside and received on or before 2:00 PM on Thursday, March 19, 2015.

The Town of Tiverton reserves the right to reject any and all proposals, to waive minor informalities or irregularities in any proposal, and to make an award in any manner consistent with law and deemed to be in the interest of the Town of Tiverton. The Town of Tiverton is an Equal Opportunity Employer (EEO/AA).

For the complete RFP visit www.tiverton.ri.gov

Nancy Mello, Town Clerk



TOWN OF TIVERTON, RHODE ISLAND

REQUEST FOR PROPOSALS Kayak and Stand Up Paddleboard Services at Fogland Beach Town of Tiverton Recreation Commission

The Tiverton Recreation Commission (the "Town") is seeking a person or entity ("Service Provider") to provide equipment and staff Kayak and Stand Up Paddleboard rentals and operate a program of instruction for Tiverton youth at Fogland Beach for the Summer 2015 season.

Written proposals in hard copy must be received no later than Thursday, March 19, 2015 at 2:00 pm. Written proposals must be sealed and clearly marked **RFP for Kayak and Stand Up Paddleboard Services** on the exterior of the envelope and addressed to:

**Nancy Mello, Town Clerk
Tiverton Town Hall
343 Highland Road
Tiverton, RI 02878**

SPECIFIC CONDITIONS

1. Scope of services: The rental services shall be available beginning Saturday of Memorial Day weekend and each weekend throughout the summer, concluding Monday of Labor Day weekend. The location of the equipment is yet to be determined. The hours of rental operation will be agreed upon by the organization and the Town.
2. All equipment will be provided by the Service Provider and maintained in condition to meet all sport safety standards. Staff will meet all sport safety standards. Current licensing and insurance (as set forth in General Conditions) must be provided by the organization.
3. In conjunction with the Recreation Commission classes of instruction will be held during the week for youth enrolled in the summer program. These classes will be under the direction of the Recreation Coordinator.
4. Application requirements:
 - a. Description of Service Provider and number of years with youth instruction programs and rentals. List the Officers of your Corporation or Principals of your LLC if applicable. Please provide any literature you feel may be necessary.
 - b. Provide current licenses required by RI law.

- c. Provide proof of insurance.
 - d. Submit exact number of kayaks/paddleboards along with a proposed rental/lesson price list. Describe how the equipment will be secured during non-business hours (if not transported offsite daily). The Town is not responsible for any vandalism or theft of Service Provider's equipment.
 - e. Submit a lesson program plan listing the proposed number of participants and instructors per class.
 - f. Submit equipment rental fee schedule and youth instruction fee schedule
5. Selection: Service Provider will be chosen based on level of experience working with youth programs, quantity and quality of equipment available and fee schedules subsequent to meeting all business requirements required by the Town of Tiverton. Selection of Service Provider initially will be made by the Recreation Commission as a recommendation to the Tiverton Town Council.

GENERAL CONDITIONS

- 1. The right is reserved, as the interest of the Town may require, to reject any or all proposals, to waive any technical defect or informality in proposals received, and to accept or reject any proposal or portion thereof deemed to be for the best interest of the Town. The Town reserves the right to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the Town
- 2. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
- 3. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
- 4. Awards will not be made to any person, firm or company in default of a contract with the Town, the State of Rhode Island or the Federal Government.
- 5. The Town of Tiverton's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract, for non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.
- 6. No Assignment or Subletting: Service Provider shall not assign, sublet and/or transfer the contract or any interest or part therein without first receiving written approval from the Town. It shall be mutually agreed and understood that said consent by the Town, shall in no way release Service Provider from any responsibility as covered in these contract specifications and contract.
- 7. This contract will be for the services described herein; however, this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services from any other vendor.
- 8. Unless otherwise specified by the Service Provider, all costs listed are firm for the term of the contract.

9. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
10. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
11. Hold Harmless Agreement: Service Provider shall, at all times , defend, indemnify, protect and save harmless, the Town and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of Contractor. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities. Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.
12. Termination: If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for seven (7) days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.
13. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Service Provider shall mean vendors, offerers, or any person or firm responding to a Request for Proposals.
14. All contracts entered into by the Town of Tiverton shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
15. Severability: In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.
16. Waiver: No action or failure to act by the Town shall constitute a waiver of any right or duty afforded it under the contract or contract specifications nor shall it prohibit the TOWN from future exercise of any such right.
17. Misrepresentation or Default: The Town may void this agreement if Contractor has misrepresented any offering or defaults on any contract with any Rhode Island municipality, or any state. Contractor shall, also, immediately notify the TOWN of any claim or case formally brought against Contractor.

18. The Service Provider selected for this project shall procure and maintain the following types of insurance:

- Statutory Workers Compensation and Employer's Liability Insurance.
- Liability and Property Damage Insurance (a) Bodily injury liability: \$1,000,000 each person, \$2,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

POINT OF CONTACT

Any questions regarding this package or scheduling of a site visit may be directed to Keith Cory, Recreation Coordinator at recreation@tiverton.ri.gov.